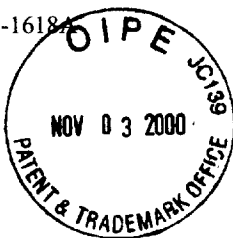


MRD 11/3/00

FORM PTO-1618  
Expires 06/30/99  
OMB 0651-0027

12-01-2000



101534616

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK****RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**☒ New☐ Resubmission (Non-Recordation)  
Document ID # ☐ Correction of PTO ErrorReel #  Frame # ☐ Corrective DocumentReel #  Frame # **Conveyance Type**☐ Assignment☐ License☒ Security Agreement☐ Nunc Pro Tunc Assignment☐ MergerEffective Date  
Month Day Year  
☐ Change of Name☐ Other **Conveying Party**☐ Mark if additional names of conveying parties attachedName  Country Home Products, Inc.Execution Date  
Month Day Year  
 11022000Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization  Vermont**Receiving Party**☐ Mark if additional names of receiving parties attachedName  KeyBank National AssociationDBA/AKA/TA Composed of Address (line 1)  149 Bank StreetAddress (line 2)  P.O. Box 949Address (line 3)  Burlington

City

 Vermont

State/Country

 05402-0949

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☒ Other  National Banking Association☒ Citizenship/State of Incorporation/Organization  Federal

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**TRADEMARK**  
**REEL: 002185 FRAME: 0136**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

8028620500

Name

Thomas R. Melloni

Address (line 1)

Burak Anderson & Melloni, PLC

Address (line 2)

30 Main Street

Address (line 3)

P.O. Box 787

Address (line 4)

Burlington, VT 05402-0787

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75279291 75221713 75555507

2369014 2230262 1651338

75574239 75509611

2281194 2204888

75363017 75414501

2230263 1677363

**Number of Properties**

Enter the total number of properties involved.

#

14

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

365.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

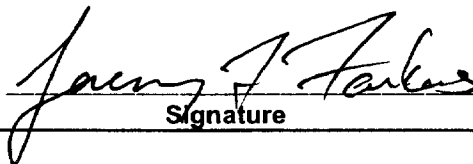
No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeremy I. Farkas

Name of Person Signing



Signature

11/02/2000

Date Signed

# **COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS (the "Assignment") is entered into as of this 2<sup>nd</sup> day of November, 2000, by COUNTRY HOME PRODUCTS, INC., a Vermont corporation having its principal place of business at Meigs Road, PO Box 25, Vergennes, VT 05491 (the "Assignor"), and KEYBANK NATIONAL ASSOCIATION, having a place of business at 149 Bank Street, P.O. Box 949, Burlington, Vermont 05402-0949 (the "Assignee").

**WHEREAS**, Assignor and Assignee are parties to a certain Credit Agreement dated as of November 2, 2000 (the "Credit Agreement") and a Security Agreement, dated as of November 2, 2000, which provides: (i) for Assignee, to extend a line of credit and a term loan to or for the account of the Assignor, and (ii) for the grant by the Assignor to Assignee of a security interest in all of the Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, goodwill, service marks, trade names, trade styles, copyrights, copyright applications, mask works, trade-secrets information, and other proprietary rights, together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions and replacements, proceeds and products of any of the foregoing, all as set forth in the Credit Agreement and the other Loan Documents (capitalized terms used herein and not otherwise defined have the respective meanings given in the Credit Agreement);

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Assignor and the Assignee agree as follows:

1. Collateral Assignments of Patents and Trademarks. To secure the complete and timely payment and performance of all of Assignor's "Obligations" (as defined in the Credit Agreement) to Assignee, Assignor hereby grants and conveys to Assignee a security interest (having priority over all other security interests whenever executed or filed) with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of its now owned or existing, and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, any invention and improvement to an existing patent or patent application and those patents and patent applications listed in Schedule A attached hereto;

(b) (i) trademark and trademark applications, including, without limitation, any existing trade name or trade registration and those trademark and trademark applications listed in Schedule B attached hereto, but excluding any "intent to use" applications; and (ii) goodwill of Assignor's business connected with, and symbolized by, the trademarks;

(c) copyrights and copyright applications, including without limitation those copyrights filed with the United States Copyright Office naming Country Home Products, Inc. as the Registrant; and

(d) all general intangibles, accounts, equipment and contract rights;

together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions and replacements, proceeds and products of the foregoing.

3. Recording of Trademarks. Assignor represents and warrants that the patents and patent applications listed in Schedule A, and the trademark and trademark applications listed in Schedule B, have been duly filed or recorded with the U.S. Patent and Trademark Office (the "PTO") and with the analogous government agency or agencies in the countries of Canada, Austria, Belgium, Switzerland, Germany, Sweden, France, Italy, Netherlands, Great Britain, Mexico, Australia and the European Community (collectively, the "Patent & Trademark Offices"), as applicable and as shown on Schedule A; and that no other patents, patent applications, trademarks and trademark applications in which the Assignor has an interest have been filed or recorded with the PTO or with the Patent & Trademark Offices.


4. Notice to Third Parties. This Assignment has the effect of giving third parties notice of Assignor's collateral assignment to the Assignee of all of its' patents, patent applications, trademarks, trademark applications, copyrights, copyright applications and general intangibles. This Assignment shall not limit the Assignor's interest in the Collateral as set forth in the Credit Agreement and the other Loan Documents.

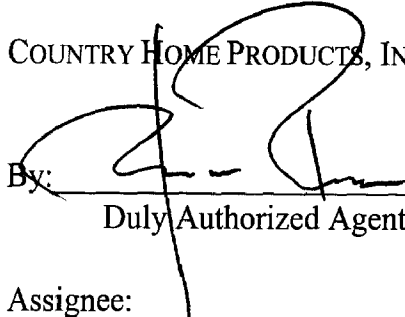
*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Assignor:


COUNTRY HOME PRODUCTS, INC.

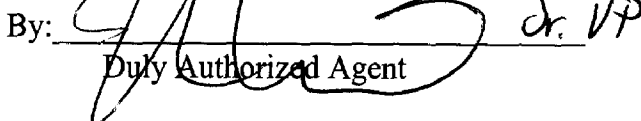
  
\_\_\_\_\_  
Witness

By:  ITS PRESIDENT  
\_\_\_\_\_  
Duly Authorized Agent

Assignee:

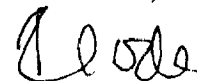
KEYBANK NATIONAL ASSOCIATION

  
\_\_\_\_\_  
Witness

By:  Sr. VP  
\_\_\_\_\_  
Duly Authorized Agent

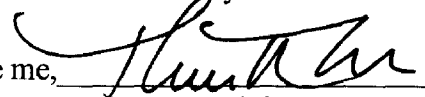
STATE OF VERMONT  
CHITTENDEN COUNTY, SS

At Burlington, this 2<sup>nd</sup> day of November, 2000, personally appeared Joseph Paurto, duly authorized agent of Country Home Products, Inc., and he/she/they acknowledged this instrument by him/her/them sealed and subscribed, to be his/her/their free act and deed and the free act and deed of Country Home Products, Inc.

Before me,   
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/10/03

STATE OF VERMONT  
CHITTENDEN COUNTY, SS

At Burlington, this 2<sup>nd</sup> day of November, 2000, personally appeared John Kingston, duly authorized agent of KeyBank National Association, and he/~~she/they~~ acknowledged this instrument by him/~~her/them~~ sealed and subscribed, to be his/~~her/their~~ free act and deed and the free act and deed of KeyBank National Association.

Before me,   
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/10/2003

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**Schedule A**  
**Patents**  
**Collateral Assignment of Patents, Trademarks and Copyrights**

**Assignor:** Country Home Products, Inc.

**Assignee:** KeyBank National Association  
149 Bank Street  
PO Box 949  
Burlington, VT 05402-0949

The following Patents are assigned by the Assignor to the Assignee as collateral security pursuant to the Collateral Assignment of Patents, Trademarks and Copyrights dated November 2, 2000:

<b><u>Patent Name</u></b>	<b><u>Country</u></b>	<b><u>Status</u></b>	<b><u>Patent Number</u></b>	<b><u>Date of Appl./Issue</u></b>
1. Mowing and Trimrning Apparatus	U.S.A.	Issued	4,703,613	12/13/85 11/03/87
2. Anti-Wrap Device for Rotating Shaft	U.S.A.	Issued	5,365,724	04/06/93 11/22/94
3. Mowing and Trimming Apparatus	Canada	Issued	1,247,866	12/12/86 01/03/89
4. Anti-Wrap Device	Canada	Issued	2,120,067	03/28/94 8/25/98
5. European Grass Cutter	Austria	Issued	E86062	05/12/87 03/03/93
6. European Grass Cutter	Belgium	Issued	031,46,77	05/12/87 03/03/93
7. European Grass Cutter	Switzerland	Issued	0,314,677	05/12/87 03/03/93
8. European Grass Cutter	Germany	Issued	P378,45,09.8-08	05/12/87 03/03/93
9. European Grass Cutter	Sweden	Issued	014677	05/12/87 03/03/93
10. European Grass Cutter	France	Issued	0,314,677	05/12/87 03/03/93

11. European Grass Cutter	Italy	Issued	493,42 BE 93	05/12/87 03/03/93
12. European Grass Cutter	Netherlands	Issued	031,46,77	05/12/87 03/03/93
13. Grass Cutter	Great Britain	Issued	2,183,981	12/05/86 10/11/89
14. Mexican Patent for Anti-Wrap Device	Mexico	Issued	185185	04/06/94 07/01/97
15. Trimmer Line Spacer Patent	U.S.A.	Pending	09/444,404	11/22/99
16. Brush Mower with Deflection Plate	U.S.A.	Issued	6,003,292	12/21/99
17. Brush Mower with Deflection Plate – PCT Application	European Community Canada Australia	Pending	08/889,534	07/06/98
18. Field and Brush Mower Design Patent	U.S.A.	Issued	Des.417,458	07/08/97
19. Motorized Utility Cart	U.S.A.	Issued	Des.349,264	08/02/94
20. Utility Wagon	U.S.A.	Issued	4,763,907	
21. Mowing and Trimming Apparatus	U.S.A.	Issued	4,703,613	11/03/87
22. Utility Wagon	U.S.A.	Issued	Des.302,617	

**Schedule B****Trademarks****Collateral Assignment of Patents, Trademarks and Copyrights**

Assignor: Country Home Products, Inc.

Assignee: KeyBank National Association  
149 Bank Street  
PO Box 949  
Burlington, VT 05402-0949

The following Trademarks are assigned by the Assignor to the Assignee as collateral security pursuant to the Collateral Assignment of Patents, Trademarks and Copyrights dated November 2, 2000:

Trademark/Classification	Status	<u>Registration/Application No.</u>	<u>Date of Issue of First Use</u>
Country Home Products Class 7	Registered	1,651,338	6/23/91
DR Class 7	Registered	2,281,194	03/03/92 – 09/28/99
DR Class 8	Notice of Allowance Issued	75/414501	
DR Class 7 – Edgers, Snowthrowers, Tractors, etc.	Notice of Allowance Issued	75/555507	
DR Class 12 – Electric Scooters	Notice of Allowance Issued	75/574,239	
DR Class 7 – Rototillers, Battery Powered Mowers	Registered	75/509611	4/1
DR Class 7	Registered	1,677,363	1/87
Whisper Lite Class 7	Registered	2,204,888	04/29/97 Issued 11/24/98
PTA Design Class 7	Registered	2,369,014	
MOWBALL support	Pending	75/279,291	02/16/98



Class 7

‘Pushy’  
Class 7

Registered

75/363,019  
2,230,263

02/16/98

‘Shaky’  
Class 7

Registered

2,230,262

02/16/98

Sprint  
Class 7

Registered

75/363,017

DR  
(stylized for the EC)

Registered

000692277

Trimmer/Mower  
Class 7

Filed 1/06/97

75,221,713

7/6/88